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Chapter 9 Counsel for Tulare Local Healthcare District

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

In re

TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER,

Debtor.

Tax ID #: 94-6002897
Address: 869 N. Cherry Street
Tulare, CA 93274

CASE NO. 17-13797

Chapter 9

DC No.: WW-88


Date: March 28, 2019
Time: 9:30 a.m.
Place: 2500 Tulare Street
Fresno, CA 93721
Courtroom 13
Judge: Honorable René Lastreto II

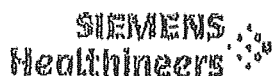
EXHIBIT TO DECLARATION OF SANFORD HASKINS IN SUPPORT OF MOTION
FOR ORDER AUTHORIZING REJECTION OF MASTER AGREEMENTS
(SIEMENS HEALTHCARE DIAGNOSTICS INC.)

No.	Description	Pages
A	Master Equipment and Products Agreement, Supplement to Master Equipment and Products Agreement, and Amendment to the Supplement to the Master Equipment & Products Agreement, dated July 31, 2017	10

Dated: March 8, 2019

WALTER WILHELM LAW GROUP,
a Professional Corporation

By: 
Riley C. Walter, Attorneys for Debtor
Tulare Local Healthcare District dba Tulare
Regional Medical Center



MASTER EQUIPMENT AND PRODUCTS AGREEMENT

HEALTHCARE CONGLOMERATE
 Legal Name: ASSOCIATES, LLC
 Customer Name: TULARE REGIONAL MEDICAL CENTER
 Address: 889 CHERRY STREET
 City, State, Zip: TULARE, CA 93274

Sold to Customer #: 10765

This Master Equipment and Products Agreement ("Agreement") by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" or "Customer Name" if no "Legal Name" in the heading above ("Customer") is effective as of the date of Siemens' execution ("Effective Date"). Siemens is providing the financing for the lease of the Equipment.

be responsible for all Service, and for any damage resulting from such Service. Customer is required to pay for the cost of any repairs to the Equipment caused by Customer's negligence, abuse or alteration of the Equipment. Siemens is not required to add any design, engineering, or performance change or development into the Equipment after it is delivered to Customer.

1) PURPOSE. The purpose of this Agreement is to provide general terms and conditions under which Siemens and Customer will enter into one or more individual Agreement supplements (each a "Supplement") for the lease of medical diagnostic equipment ("Equipment"), purchase of reagents (or panels), consumables and supplies ("Products") and purchase of Service (as defined in Section 4(b)). Each Supplement shall incorporate the terms and conditions of this Agreement as well as additional terms and conditions relevant to the business transaction between the parties, including the term of the Supplement ("Supplement Term").

5) TRAINING. Siemens shall make available and Customer shall attend Siemens' Equipment training course as specified in the Supplement. The training slots shall remain available for two (2) years from the date of the Equipment delivery.

2) TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party with at least thirty (30) days prior written notice to the other party, provided that termination of this Agreement is not permitted while any Supplement is in effect.

6) SHIPPING AND INSTALLATION. (a) Equipment and Product deliveries will be FOB destination and subject to Siemens' standard delivery terms and shipping policy. Siemens' standard delivery terms and shipping policy can be found at <http://usa.healthcare.siemens.com/services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network>. Customer shall pay all applicable shipping and handling charges for the Equipment and Products to be delivered to the Customer installation location set forth in the Supplement (the "Premises"). Such charges may be added to the invoice or may be included in the monthly charge for the Equipment. (b) Customer will be responsible for the cost of preparing the Premises for the Equipment. This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections or special plumbing, air conditioning or humidity controls. Once Customer has prepared the Premises and notified Siemens that the Premises are ready for Equipment installation, Siemens will install the Equipment at no extra cost and will provide Customer with applicable operating manuals.

3) COMMITMENT. Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-patient-reported (CPPR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and includes a discount based on Customer's Commitment Amount.

7) WARRANTY. Siemens warrants to Customer that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. Any claim for breach of this warranty, if any, must be made in writing within one (1) year of the delivery of the Equipment. Customer's exclusive remedy for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation.

4) EQUIPMENT MAINTENANCE AND SERVICE. (a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use and in accordance with the Instructions For Use, and (iii) provide reasonable access to Siemens and its agents to inspect the Equipment.

Siemens warrants to Customer that Products will be free from defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

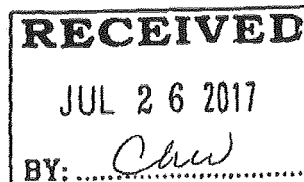
(b) Equipment Service. In addition to the operator maintenance responsibilities identified in the operating manual, the Equipment also requires periodic servicing, including preventative maintenance visits ("Service"). If Service is specified on a Supplement, Siemens will provide Service in accordance with the type of service and for the period of time (the "Service Period") that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) Customer's failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment's internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Siemens is not responsible for providing Service, Customer will

Siemens also warrants that the use of the Equipment and Products in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Equipment or Products in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 16 (c), below.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO

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EXHIBIT 4
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OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No Assignee (as defined in Section 10, below) will be responsible to Customer for any problem or claim in connection with a) the use, operation or performance of the Equipment or Products; b) any interruption of service, loss of business or anticipated profits; or c) the delivery, servicing, maintenance, repair or replacement of the Equipment.

No oral or written promises as to the Equipment or Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of Siemens.

8) RISK OF LOSS AND INSURANCE. (a) Customer shall be responsible for the entire amount of any loss or damage to the Equipment from whatever cause after the delivery of the Equipment, except for ordinary wear and tear. Customer shall promptly notify Siemens of any loss or damage to the Equipment. (b) Upon delivery of the Equipment and until the end of the applicable Supplement Term, Customer will maintain (i) all risk property insurance covering the Equipment up to the replacement cost value, except for ordinary wear and tear and (ii) occurrence form commercial general liability insurance including contractual liability, with a combined single limit of at least \$1 million per occurrence and in the aggregate for bodily injury and property damage liability. Siemens shall be named as a loss payee on Customer's all risk property insurance policy and an additional insured on Customer's commercial general liability policy. The insurance required herein shall be primary and non-contributory to any insurance maintained by Siemens when responding to Customer's obligation to defend and indemnify Siemens upon request. Customer shall furnish a certificate of insurance evidencing the foregoing insurance coverage. Siemens shall be provided at least thirty (30) days prior written notice if the required insurance is cancelled or materially altered. Failure to maintain the required insurance shall not relieve Customer from any liability or obligation under this Agreement.

9) TITLE TO EQUIPMENT. Siemens is the owner of and shall retain title to the Equipment. Customer shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Equipment by any individual or entity other than Siemens or its Assignees. If, however, any Supplement is deemed a lease for purpose of security, Customer hereby grants to Siemens to secure all payments and other obligations of Customer to Siemens under the Supplement, a purchase money security interest in the Equipment covered by such Supplement together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds). Customer shall deliver to Siemens such documents that Siemens reasonably requests in order to protect Siemens' interest in the Equipment. CUSTOMER AUTHORIZES SIEMENS TO FILE (WITHOUT CUSTOMER'S SIGNATURE), BOTH BEFORE AND/OR AFTER THE DATE OF A SUPPLEMENT AND IN ANY FILING OFFICE(S) THAT SIEMENS DETERMINES APPROPRIATE, FINANCING STATEMENTS COVERING THE EQUIPMENT.

10) TAXES. Customer is responsible for and will pay all sales, use and property taxes assessed on the possession, ownership, service, sale or use of the Equipment or Products under a Supplement (collectively, "Taxes"). If Siemens is billed directly by the taxing authority for such Taxes, Siemens shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (b) Customer provides Siemens with a copy of

such certificate; and (c) such tax exemption is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

11) PAYMENT. All Invoices are due and payable within thirty (30) days of the date of Invoice.

12) PRICE ADJUSTMENTS. Siemens may increase the prices for Products as specified in the Supplement.

13) COMPLIANCE. At Siemens' discretion, but no less frequently than annually, Siemens may periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the minimum Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the minimum Commitment Amount, then such deficit will be considered a "Shortfall" to meeting the Commitment Amount. In the event of a Shortfall, Siemens, in addition to such other rights as are available by law, reserves the right to compensate for the Shortfall by taking one or more of the following actions: a) immediately implement a price increase for any and all Products for any subsequent period and/or b) invoice Customer for all or part of the Shortfall and/or c) extend the Supplement Term and/or d) terminate the Supplement pursuant to Section 16(a).

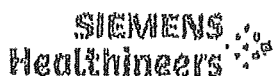
14) SOFTWARE. For Equipment containing software, no title, right or interest in the software is transferred to Customer except as expressly provided herein. The software component of the Equipment is licensed to Customer only for its own use of the Equipment. The software may not be disclosed or distributed in whole or in part to third parties or duplicated in any form or medium except as necessary for program execution or archival storage. Further, Customer shall have no right to modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software.

Notwithstanding the above terms, any open source software contained in the software component of the Equipment is licensed under the license terms applicable to that software. Where required by the specific license terms, Siemens will make the source code for such open source software available upon request from Customer in accordance with the terms of the relevant open source license. Notices and licensing information regarding such open source software are provided in the documentation associated with the Equipment, whether resident in the Equipment itself or in other form.

16) TERMINATION. (a) Siemens Termination for Default. If Customer Defaults (as defined below) under this Agreement or a Supplement and does not cure such Default within thirty (30) days after Customer has received notice of such Default from Siemens, Siemens may in its discretion and without further liability, terminate the applicable Supplement or may terminate this Agreement together with all Supplements. In the event of such termination, Customer shall be responsible for paying the Termination Amount in Section 16(b).

A Default is deemed to have occurred if Customer: (i) fails to make a payment when due; (ii) fails to complete any Supplement Term; (iii) becomes insolvent; (iv) ceases doing business; (v) assigns the Equipment lease or this Agreement for the benefit of creditors; (vi) appoints a trustee or receiver for Customer or for a substantial part of Customer's property, or initiates any proceeding under bankruptcy law by or against Customer; (vii) attempts, without Siemens' prior written consent, to remove, sell, assign, transfer, grant a lien in, sublease or part with possession of the Equipment; or (viii) fails to comply with any requirement of this Agreement or a Supplement.

(b) Effects of Termination. In the event of a termination under Section 16(a), Customer shall be obligated to pay to Siemens (i) the remaining payment amount attributable to the Equipment according to the monthly amount allocable to the Equipment that is identified in the Supplement, discounted at a rate of 3% per annum, plus (ii) all other



amounts due and unpaid, plus (iii) the difference between the applicable Commitment Amount for the entire Supplement Term and the total amount of purchases actually made by the Customer through the date of termination plus (iv) any costs and expenses, including reasonable attorney's fees, which are incurred by Siemens as a result of any Default (collectively, the "Termination Amount"). If addition of the amounts listed in (i) through (iv) results in any redundancy, Customer will only be responsible for paying each amount one time. Customer shall permit Siemens or its agents to enter the Premises and immediately recover possession of any Equipment covered by the terminated Supplement and take any other appropriate legal steps. Siemens may also sell, lease, transfer or otherwise dispose of the Equipment at one or more public or private dispositions without advertisement or notice except as required by law upon such terms and at such place as Siemens may deem advisable, and Siemens may be the purchaser at any such sale (if any such notice is required, Siemens and the Customer agree that ten (10) days notice shall be deemed to be commercially reasonable). Termination pursuant to Section 15(a) does not relieve Customer of any of its obligations under this Agreement or any Supplement including, but not limited to, payment of the Termination Amount in this Section 15(b).

16) LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) Limitation of Liability. In no event shall Siemens' liability during each year of this Agreement exceed the actual loss or damage sustained by Customer under the particular Supplement giving rise to such loss or damage, up to the amount of fees payable to Siemens under such Supplement during the year in which the loss or damage occurred, however, liability for intentional misbehavior and personal injury will not be limited. SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE EQUIPMENT, SERVICE, OR PRODUCTS (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUPPLEMENT. The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer, its employees or agents in connection with this Agreement or any Supplement or Customer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens' indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

(b) General Indemnification. Siemens and Customer each agree to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this

Agreement or any Supplement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle such Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Equipment or Products, or parts thereof, violates the infringement warranty set forth in Section 7 herein, then Customer shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens shall, at its own expense, defend or settle such Claim, procure for Customer the right to use the Equipment or Products, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then Customer shall return the Equipment and/or Products to Siemens and Siemens shall refund to Customer the purchase price paid by the Customer for the Equipment or Products, less reasonable depreciation for Customer's use (if applicable). The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Equipment or Products made available to Customer by Siemens; (ii) Customer's alteration of the Equipment or Products without Siemens' written authorization; (iii) use of the Equipment or Products in combination with software or equipment not provided by Siemens; or (iv) use of the Equipment or Products in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

17) APPLICABLE LAW; JURISDICTION. THIS AGREEMENT AND ALL SUPPLEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN ILLINOIS FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT.

18) ASSIGNMENT. Customer may not assign either this Agreement, or any Supplement, or any right or obligation arising out of this Agreement or any Supplement, without the express written consent of Siemens, and such consent shall not be unreasonably withheld, provided that Customer agrees to remain primarily responsible under the Supplement. Customer must provide Siemens with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products. Siemens may assign its right to receive payment under any Supplement to one or more assignees (collectively, the "Assignees").

19) DISCLOSURE OF DISCOUNTS. Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer may receive from Siemens under this Agreement or any Supplement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer further acknowledges that the cost of Customer's use of the Equipment listed in a Supplement is included in the pricing under such Supplement. Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.

20) PAYMENT OBLIGATION. (a) Customer is required to make payments for the Equipment in accordance with the applicable Supplement even if Customer has a claim against Siemens. (b) Customer is not entitled to reduce or set-off for any reason any amounts against Customer's payment obligations under any Supplement. (c) Customer may not assert any claims or defenses Customer has against Siemens against any Assignee. Customer's

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obligation to make such payments to any Assignee is unconditional and is not subject to any claims, defenses or rights. (d) Customer's obligation to pay and perform all of Customer's obligations under this Agreement and any Supplement will continue even if the Equipment is lost, damaged, stolen or destroyed. (e) THIS IS A FINANCE LEASE OF THE EQUIPMENT FOR PURPOSES OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

21) **ENTIRE AGREEMENT; AMENDMENTS.** Each Supplement (as incorporating the terms and conditions of this Agreement) sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein and therein, including by reason of any terms or conditions of any agreement ("Group Purchasing Agreement") between Siemens and a group purchasing organization ("GPO"). Notwithstanding the foregoing, as between Customer and Siemens, Customer may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens and a GPO by virtue of Customer's membership in such GPO provided that Customer is an active member of the GPO and the Group Purchasing Agreement is in full force and effect. To that end, in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of the Agreement) and the terms of such Group Purchasing Agreement, (a) if the conflict or inconsistency is regarding a payment or financial obligation, then the terms of this Agreement shall control; and (b) if the conflict or inconsistency is regarding any other term or condition (not regarding a payment or financial obligation), then the terms and conditions of the Group Purchasing Agreement shall control. Customer shall get the benefit of such Group Purchasing Agreement only so long as it does not affect any of Customer's payment or other obligations with respect to Equipment or any of the rights or remedies of Siemens (or any Assignee) with respect thereto. Neither the Agreement or any Supplement shall be terminated (except termination in the event of a Default) or modified except by a written document signed by authorized representatives of all parties making specific reference to this Agreement or Supplement, as applicable, and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way alter the terms of the Agreement shall be effective only with the respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a Customer purchase order relating to Products supplied under a Supplement shall be null and void.

22) **MISCELLANEOUS.** (a) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations.

(b) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law.

(c) TO THE EXTENT PERMITTED BY LAW: (i) THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY; (ii) CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON IT BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (IF DEEMED APPLICABLE); AND; (iii) CUSTOMER WAIVES ALL RIGHTS IT MAY HAVE TO LIMIT OR MODIFY ANY OF SIEMENS' RIGHTS AND REMEDIES HEREUNDER.

(d) Customer and Siemens will send any required notices to the other parties by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

Customer:

By:

Name (print):

Title:

Date:

Siemens Healthcare Diagnostics Inc.:

By:

Name (print):

Title:

Date:

Address:

AND

By:

Name (print):

Title:

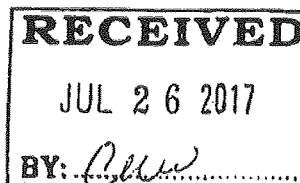
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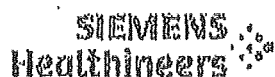
Address:

Alan Germany
ALAN GERMANY
CDO / CFO
7/18/17

Lisa Cherbuliez
Lisa Cherbuliez
Director, Contracts Servicing
7/31/17
115 Norwood Park South, Norwood, MA 02062

Gary S. Barker
Gary S. Barker
Sr. Contracting Specialist
115 Norwood Park South, Norwood, MA 02062





SUPPLEMENT TO MASTER EQUIPMENT AND PRODUCTS AGREEMENT

Product Line: Syva

Billing Option: Cost Per Test

Legal Name:	HEALTHCARE CONGLOMERATE ASSOCIATES, LLC	Group Purchasing Organization:	HEALTHTRUST PURCHASING GROUP
Customer Name:	TULARE REGIONAL MEDICAL CENTER	Sold to Customer #:	10765
Address:	869 CHERRY STREET		
City, State, Zip:	TULARE, CA 93274		

THIS SUPPLEMENT ("Supplement") to the Master Equipment and Products Agreement (the "Agreement") dated 7/31/17 by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") and incorporates the terms and conditions of the Agreement. The party providing the financing for the lease of the Equipment is referred to herein as "Siemens." Capitalized but undefined terms will have the meanings ascribed to them in the Agreement. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of Siemens' execution ("Supplement Effective Date").

1) **EQUIPMENT.** Siemens agrees to lease to Customer, for Customer's use at the address Customer has provided above (the "Premises"), the Equipment set forth in Attachment A, attached hereto and made a part hereof.

Billing Address (if different from address of the Premises): _____

2) **PRODUCTS.** Customer agrees to purchase from Siemens on a periodic basis during each year of the Supplement Term, the Products listed on Attachment A at the prices specified on Attachment A.

3) **PRODUCT INVOICING.** Customer will be invoiced upon shipment of the Products.

4) **COMMITMENT; AMOUNT ALLOCABLE TO THE EQUIPMENT.** The Commitment Amount is specified on Attachment A. The prices for Products contained in this Supplement may include the use of the Equipment, Service and training. If so, Customer acknowledges Siemens has provided it the opportunity to separately purchase each for its stated cost which is available to Customer and that Siemens, as the owner of the Equipment, has an interest in the pricing. The portion of the Commitment Amount allocable to the Equipment is \$1,189.00 per month.

5) **TERM.** This Supplement is effective as of the Supplement Effective Date. The Supplement Term is 60 months beginning thirty (30) days after delivery of the Equipment.

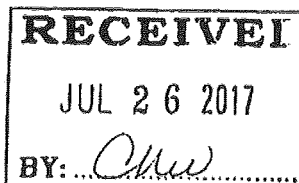
6) **PRICING TERMS.** The pricing under this Supplement applies only to the Equipment and Products that are used by Customer at the Premises. The pricing and other terms stated in this Supplement supersede any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. The pricing set out on Attachment A will be firm through the date set forth in the current Group Purchasing Agreement between Siemens and the GPO identified in this Supplement and thereafter may be increased as permitted under such Group Purchasing Agreement. In the event there is no Group Purchasing Agreement in effect or Customer changes its GPO designation during the Supplement Term, pricing may be increased by no more than three percent (3%) during any calendar year. All such increases and any other price increases permitted under the terms of this Supplement are referred to herein as "Price Increases."

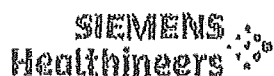
7) **END OF TERM PURCHASE OPTION.** If Customer has purchased the Commitment Amount for the full Supplement Term and is not in Default of any of its obligations under the Agreement or this Supplement, then upon the expiration of the Supplement Term, Customer may purchase the Equipment for its fair market value (as determined by Siemens). If Customer does not purchase the Equipment or re-lease it through a new supplement, then Customer shall return the Equipment to Siemens within sixty (60) days after the end of the Supplement Term, freight prepaid and in accordance with any other written directions provided to Customer by Siemens. If Customer does not provide notice of its intent to return, purchase, or re-lease the Equipment at least sixty (60) days prior to the end of the Supplement Term, this Supplement shall automatically renew on a month-to-month basis until either party provides thirty (30) days written notice of termination.

8) **TRAINING.** Siemens will provide training at the location and for the number of people specified on Attachment A. The training slots shall remain available during the Initial Supplement Term.

9) **SERVICE.** If Service is specified on Attachment A, a Siemens appointed service representative will provide Service in accordance with the type of service and for the Service Period specified on Attachment A.

10) **ENTIRE AGREEMENT; AMENDMENTS.** All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein. There are no understandings, agreements, or representations expressed or implied not stated herein (as incorporating the terms, covenants and conditions set forth in the Agreement). If there is a conflict between the terms of this Supplement and the Agreement, the terms of this Supplement (including any Attachment(s) and Exhibit(s)) shall prevail.





IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

CUSTOMER:

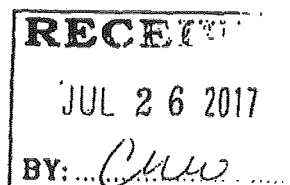
By: [Signature]
Name (print): ALAN GERMANY
Title: COO/CFD
Date: 7-18-17

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: [Signature]
Name (print): Lisa Cherbuliez
Title: Director, Contracts Servicing
Date: 7/31/17
Address: 115 Norwood Park South, Norwood, MA 02062

AND

By: [Signature]
Name (print): Gary S. Barker
Title: Sr. Contracting Specialist
Date: 7-31-17
Address: 115 Norwood Park South, Norwood, MA 02062



SIEMENS

Sold to #: 10765
Quote #: 1-H0TR86-9

AMENDMENT to the SUPPLEMENT to the MASTER EQUIPMENT & PRODUCTS AGREEMENT

THIS AMENDMENT to the Supplement dated 7/31/17 to the Master Equipment & Products Agreement between Siemens Healthcare Diagnostics Inc. ("Siemens") and HEALTHCARE CONGLOMERATE ASSOCIATES, LLC d/b/a TULARE REGIONAL MEDICAL CENTER ("Customer") is made effective as of 7/31/17 ("Amendment Effective Date").

WHEREAS, Customer and Siemens desire to amend the Supplement as set forth below in order that the Supplement, as amended, is acceptable to both parties for execution;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree the Supplement shall be amended as follows:

1. Number 5 of the Supplement, Term, is hereby modified by adding the following language: "If Customer has purchased the Commitment Amount to date and is not in Default of any of its obligations under this Supplement, then Customer may cancel this Supplement with ninety (90) days prior written notice on the Supplement's third anniversary date and return the Equipment to Siemens within sixty (60) days, freight prepaid and in accordance with any other written directions provided to Customer by Siemens.."
2. Upon full execution of this Supplement, the Supplement to the Master Products Agreement between the parties dated February 12, 2016 and associated with quote # 1-33FNG1 shall hereby be terminated in its entirety.

All other terms and conditions of the Supplement remain unchanged and in full force and effect.

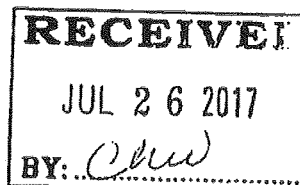
IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Amendment to the Supplement to the Master Equipment & Products Agreement as of the Amendment Effective Date.

CUSTOMER
By: [Signature]
Name: ALAN GERMANY
Title: COO / CFO

SIEMENS HEALTHCARE DIAGNOSTICS INC.
By: [Signature]
Name: Lisa Cherbuliez
Title: Director, Contracts Servicing

By: [Signature]
Name: Gary S. Barker
Title: Sr. Contracting Specialist

lac/tulare syva supp mepa amnd
April 4, 2017

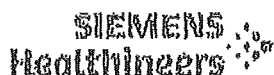


Siemens Healthcare Diagnostics Inc.

EXHIBIT A
Page 7 Of 10

115 Norwood Park South
Norwood, MA 02062
USA

(781) 551-7000
www.siemens.com/diagnostics



Attachment A
to the Supplement
to the Master Equipment and Products Agreement

Quote #: 1-H0TR06-9
Approved: 03/30/2017

Legal Name:	HEALTHCARE CONGLOMERATE ASSOCIATES, LLC	Purchasing Group:	HEALTHTRUST PURCHASING GROUP
Customer Name:	TULARE REGIONAL MEDICAL CENTER	Sold To Customer #:	10768
Product Line:	Syva		

Total annual minimum Commitment Amount: \$37,990.99

Equipment Information

Equipment	Part #	Onsite	Quantity	Comments
VIVA Twin with BR	10462487	N	1	

Service and Training

Equipment:	VIVA Twin with BR				
Service Type	Service Level				
Warranty Service	V-TWIN PLUS	Quantity	Start Yr	# of Yrs	Comments
		1	1	1	Included
Training		Total Training	Training Site	Air Paid By	Comments
V-Twin_ClassTraining		1	Siemens	Siemens	Included
V-Twin_ClassTraining		1	Siemens	Customer	Included in Reagents

Financial Adjustments

Description

Siemens will issue Customer an LIS reagent credit up to \$3,750.00 upon receipt of the paid interface invoice.

Products: Reagents Pricing

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
DAU							
Amphetamines DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446420	625	10,500	\$0.37	20	\$194.25	\$3,885.00
Barbiturates DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446422	603	9,328	\$0.37	16	\$216.71	\$3,451.36
Benzodiazepines DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446429	676	8,050	\$0.37	14	\$212.75	\$2,978.50
Cocaine DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446437	594	9,504	\$0.37	16	\$219.78	\$3,516.48
Crealline perfect - RGT - 100 ml / 25 ml	10446287	372	6,696	\$0.37	18	\$137.64	\$2,477.52
Ethanol EMIT II Plus - RGT - 115 ml / 50 ml	10446462	600	7,200	\$0.37	12	\$222.00	\$2,664.00
Melhadone DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446428	575	1,725	\$0.37	3	\$212.75	\$638.25
Methaqualone DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446473	594	1,188	\$0.37	2	\$210.78	\$439.56
Opiales DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446416	550	8,800	\$0.37	16	\$203.60	\$3,256.00
Oxycodone HEIA - RGT - 25 ml	10091155	175	175	\$1.24	1	\$216.58	\$216.58
Phencyclidine (PCP) DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446441	575	8,050	\$0.37	14	\$212.75	\$2,978.50
Propoxyphene DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446433	559	1,677	\$0.37	3	\$206.03	\$620.49
Specific Gravity Validity Check - RGT - 100 ml	10446300	320	6,720	\$0.36	21	\$121.60	\$2,553.60
THC DAU EMIT II Plus - RGT - 115 ml / 50 ml	10446469	595	8,330	\$0.37	14	\$220.15	\$3,082.10

PRO # 1-JTYUXZ • DOC # 1-JTYUY1
QUO # 1-H0TR06-9

EXHIBIT

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3/30/2017
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Products: Reagents Pricing

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
THC-1 Synth. Cannabinoids - Syva - RGT - US 25 ml	10990876	100	168	\$2.92	1	\$490.80	\$490.80
THC-2 Synth. Cannabinoids - Syva - RGT - US 25 ml	10990881	175	175	\$2.80	1	\$490.80	\$490.80
pH value check perfect - RGT - 100 ml	10445290	310	7,130	\$0.37	23	\$114.70	\$2,638.10
DAU Total Annual			95,416				\$36,377.64

Products: Supplies

Supply	Part #	Annual # of Kits	Cost/Kit	Total Annual
Creatinine Validity Calibrator 100 mg - Syva - CAL - 14 ml	10445270	1	\$35.76	\$35.76
Creatinine Validity Calibrator 2 mg - Syva - CAL - 14 ml	10445273	1	\$33.76	\$33.76
Creatinine Validity Calibrator 20 mg - Syva - CAL - 14 ml	10445269	1	\$35.76	\$35.76
Creatinine Validity Calibrator 400 mg - Syva - CAL - 14 ml	10445271	1	\$35.76	\$35.76
Cuvette - Reaction Rotor - Syva - CONS - 3 pos	10445345	3	\$62.96	\$188.88
EMIT Drug Buffer Concentrate - Syva - CONS - 3 x 13,3 ml - EOL Nov.2018	10445357	1	\$139.06	\$139.06
EMIT II Plus DAU L0 Calibrator - Syva - CAL - 14 ml	10445406	1	\$75.72	\$75.72
EMIT II Plus DAU L1 Calibrator - Syva - CAL - 14 ml	10445407	1	\$75.72	\$75.72
EMIT II Plus DAU L2 Calibrator - Syva - CAL - 14 ml	10445408	1	\$75.72	\$75.72
EMIT II Plus DAU L3 Calibrator - Syva - CAL - 14 ml	10445409	1	\$75.72	\$75.72
EMIT II Plus DAU L4 Calibrator - Syva - CAL - 14 ml	10445410	1	\$75.72	\$75.72
EMIT II Plus DAU L5 Calibrator - Syva - CAL - 14 ml	10445411	1	\$75.72	\$75.72
Ethanol EMIT Calibrator 100 - Syva - CAL - 3 ml	10445448	1	\$21.30	\$21.30
Ethanol EMIT Calibrator Neg - Syva - CAL - 3 ml	10445448	1	\$21.90	\$21.90
Ethanol EMIT Control High - Syva - CTL - 3 ml	10445448	1	\$18.82	\$18.82
Ethanol EMIT Control Low - Syva - CTL - 3 ml	10445447	1	\$18.29	\$18.29
Negative Urine Control Immunalysis - Syva - CTL - 10 ml	10718412	1	\$17.64	\$17.64
Oxycodone UR Calibrator - Syva - CAL - 100 ng	10991158	1	\$17.64	\$17.64
Oxycodone UR Calibrator - Syva - CAL - 300 ng	10991160	1	\$17.64	\$17.64
Oxycodone UR Controls - Syva - CTL - 225 + 375 ng	10991161	1	\$34.30	\$34.30
Oxycodone UR Controls - Syva - CTL - 75 + 125 ng	10991169	1	\$34.30	\$34.30
SODIUM HYPOCHLORIT - Syva - CONS -	10445223	1	\$25.43	\$25.43
Sample cups 2 ml - Syva - CONS - 1000 pcs	10445229	1	\$33.50	\$33.50
Specific Gravity Validity Calibrators - Syva - CAL - 1.003	10445290	1	\$33.52	\$33.52
Specific Gravity Validity Calibrators - Syva - CAL - 1.0200	10445291	1	\$34.17	\$34.17
System Solution - Syva - CONS - 1000 ml	10445247	1	\$52.26	\$52.26
THC Synth. Cannabinoids CAL US 10ng	10990884	1	\$18.00	\$18.00
THC Synth. Cannabinoids CAL US 20ng	10990879	1	\$18.00	\$18.00
THC Synth. Cannabinoids CTL US 10&30ng	10990880	1	\$35.00	\$35.00
THC Synth. Cannabinoids CTL US 5&15ng	10990885	1	\$35.00	\$35.00
Validity Neg Calibrator - Syva - CAL - 14 ml	10445208	1	\$29.05	\$29.05
pH Validity Calibrator 11 - Syva - CAL - 14 ml	10445283	1	\$29.05	\$29.05
pH Validity Calibrator 12 - Syva - CAL - 14 ml	10445284	1	\$29.05	\$29.05
pH Validity Calibrator 2 - Syva - CAL - 14 ml	10445270	1	\$29.05	\$29.05
pH Validity Calibrator 3 - Syva - CAL - 14 ml	10445280	1	\$29.05	\$29.05
pH Validity Calibrator 4.5 - Syva - CAL - 14 ml	10445286	1	\$29.05	\$29.05
pH Validity Calibrator 9 - Syva - CAL - 14 ml	10445285	1	\$29.05	\$29.05
Total Annual Supplies				\$1,613.35

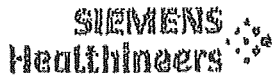
Prices for Reagents and Supplies not listed above will be according to the tier pricing in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.

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JUL 26 2017

BY: CW



CUSTOMER:

By:

Name (print):

Title:

Date:

[Signature]
ALAN GERMANY
COO / CFO
7/20/17

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By:

Name (print):

Title:

Date:

Address:

AND

By:

Name (print):

Title:

Date:

Address:

[Signature]
Lisa Cherbuliez
Director, Contracts Servicing
7/31/17
115 Norwood Park South, Norwood, MA 02062

[Signature]
Gary S. Barker
Sr. Contracting Specialist
7-31-17
115 Norwood Park South, Norwood, MA 02062

